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UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

DANIEL JUNG, individually and as the representative of a class of similarly-situated persons;

Plaintiffs,

vs.

BILLY MCFARLAND, an individual; JEFFREY ATKINS p/k/a JA RULE, an individual; FYRE MEDIA, INC., a Delaware corporation; DOE INVESTORS 1 through 15, inclusive; DOE PROPERTY OWNER; and DOES 1 through 50, inclusive;

Defendants.

Case No.: 2:17-cv-03245

FIRST AMENDED CLASS ACTION COMPLAINT

1. **FRAUD**
2. **FRAUD—NEGLIGENT MISREPRESENTATION**
3. **BREACH OF CONTRACT**
4. **BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING**

DEMAND FOR JURY TRIAL

Plaintiff Daniel Jung, individually and as the representative of a class of similarly-situated persons, alleges as follows:

INTRODUCTION

1. Defendants promoted their "Fyre Festival" as a posh, island-based music festival featuring "first-class culinary experiences and a luxury atmosphere." Instead, festival-goers were lured into what has been publically described as a "complete disaster," "mass chaos," and a "post-apocalyptic nightmare."

2. Since filing the initial complaint in this matter, **over 300 individuals have personally reached out to Plaintiff's counsel to join this action**, with many of those individuals calling or emailing on behalf of groups of fellow attendees ranging from 2 to 15 people. It is estimated that undersigned counsel will be representing in excess of 1,000 individuals who either attended or were scheduled to attend the festival.

3. Attendees suffered financial damages ranging from $1,200.00 to $100,000.00 depending on the purchases made in connection with the festival and their attempts to return home safely and expeditiously.

4. In addition, some attendees experienced personal physical injuries in the form of bacterial infection, heat exhaustion, and other illnesses, and are currently still being treated and will be bringing separate claims for personal injury.

5. Since filing the initial complaint in this matter, undersigned counsel has conducted an ongoing investigation into the festival, its failings, and the formation of Fyre Media, Inc.

6. Our preliminary investigation has exposed that the festival itself was merely a front for a massive financial fraud akin to a Ponzi scheme in which the founders and (potentially "Seed Series Investors") in Fyre Media Inc misappropriated funds from attendees.

7. Indeed, in the weeks leading up to the festival, when the company already knew the event was doomed for failure, Fyre Media Inc., which was

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minimally undercapitalized with "Series Seed" investors, was floating a completely inflated and shocking valuation of Fyre Media Inc. between **$90 million and $105 million** to additional "Series A" investors.

8. In fact, weeks before the scheduled festival, Fyre Media was sending term sheets to potential "Series A" Investors. By way of example, Comcast Ventures pulled out of a potential Series A investment for $25 million on the eve of the festival.

9. The founders of the festival sought not only potential profits from the festival attendees, but more significantly the rise in the value of their "founder shares" in Fyre Media, Inc.

10. Clearly, the $90 - $105 million valuation placed on Fyre Media by its founders was completely untethered to any financial reality and was not puffery but unaldulterated Fraud. Yet, the ability of Fyre Media to float any substantial valuation at all was based on the continued cash flow it was receiving, in the weeks and days leading to the festival, from attendees who were the unwitting pawns and ultimately victims in this criminal scheme. Whereas Ponzi schemes of the past rely on well-heeled individuals with disposable incomes, often times from elderly populations, here, Fyre Media, Inc. marketed their scheme to seemingly successful millennials as their mark.

11. Although it is evident that Fyre Media, Inc., and its executives, knew the festival was going to be a colossal failure that would place the lives of attendees in danger for weeks if not months in advance, Fyre Media not only refused to cancel the festival as it continued receiving funds from attendees which fueled its fraudulent valuation but had the unmitigated gall to have their lawyers send bully letters to anyone who dared sound the alarm as to their incompetence and fraud.

12. Our investigation has identified several notable "Seed Series," investors who appear to have actually provided the initial financing for Fyre Media, Inc to gin up and perpetuate its scheme.

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13. By way of background, a "Seed Series" investment is generally the first round of investment in a start-up before the company solicits the "Series A" round. It is not uncommon for "Seed Series" investors to have active roles, involvement, and control over the new company.

14. Here, the full extent, involvement, scienter, intent, and knowledge of the "Seed Series" investors remains largely unknown but is under investigation. For example, it remains unknown if the "Seed Series" investors were themselves defrauded by the founders, or if they had active roles in the fraudulent scheme but still continued to prop up the undercapitalized and fraudulent entity with the goal of defrauding attendees and "Series A" investors.

15. To the extent these Seed Series investors are themselves identified as aiding and abetting in this fraudulent scheme, these Seed Investors will be added as Defendants to this action. Until their full role and involvement is uncovered, these Seed Investors will not be individually named in this Amended Class Action Complaint, and will remain as DOE Investors 1-15. These Seed Investors, who include well-known and prominent individuals and corporations, have billions of dollars in assets to satisfy any judgment in this Class Action. By way of example, upon information and belief, the Seed Investors for Fyre Media, Inc., include, but are not limited to the following:

- **DOE 1:** A self-directed IRA custodian, which was recently purchased by a bank traded on NASDAQ;
- **DOE 2:** A Venture Capitalist run by a Managing Director named as one of Time Magazine's 100 Most Influential People in the World;
- **DOE 3:** A socialite who is married to the Chief of Asset Management in one of the world's largest banks;
- **DOE 4:** A social media personality

16. Further, any third-party, including but not limited to law firms, which facilitated or encouraged the preparation of private placement memoranda (PPMs) or

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similar offering memorandum, or tried to silence whistle blowers have and continue to be investigated for their conduct as DOE Defendants.

17. As described above, the festival's opening weekend was an unmitigated disaster. The lack of adequate food, water, shelter, and medical care created a dangerous and panicked situation among attendees—suddenly finding themselves stranded on a remote island without basic provisions—that was closer to "The Hunger Games" or "Lord of the Flies" than Coachella. Festival-goers survived on bare rations, little more than bread and a slice of cheese, and tried to escape the elements in the only shelter provided by Defendants: small clusters of "FEMA tents," exposed on a sand bar, that were soaked and battered by wind and rain.

18. Attendees' efforts to escape the unfolding disaster were hamstrung by their reliance upon Defendants for transportation, as well as by the fact that Defendants promoted the festival as a "cashless" event—Defendants instructed attendees to upload funds to a wristband for use at the festival rather than bringing any cash. As such, Attendees were unable to purchase basic transportation on local taxis or busses, which accept only cash. As a result of Defendants' roadblocks to escape, at least one attendee suffered a medical emergency and lost consciousness after being locked inside a nearby building with other concert-goers waiting to be airlifted from the island.

19. Outrage spread quickly on social media and throughout traditional news outlets, with the New York Times, the Los Angeles Times, the Washington Post, Vanity Fair, and others describing the dangerous events unfolding. Social media users even generated the hashtag "#fyrefraud" to share their harrowing experiences while in Defendants' care.

20. Shockingly, Defendants had been aware for months that their festival was dangerously under-equipped and posed a serious danger to anyone in attendance. Individuals employed by Defendants have since acknowledged that no infrastructure for food service or accommodations was in place as recently as last month—the island

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was totally barren—and that the few contractors who had been retained by Defendants were refusing to work because they had not been paid. Various news outlets began describing these logistical problems and labeling the festival as a "scam" weeks ago.

21. At the same time, however, Defendants were knowingly lying about the festival's accommodations and safety, and continued to promote the event and sell ticket packages. Defendants even promoted the festival as being on a "private island" once owned by drug kingpin Pablo Escobar—the island isn't private, as there is a "Sandals" resort down the road, and Pablo Escobar never owned the island.

22. More troublingly, Mr. McFarland and Mr. Atkins began personally reaching out to performers and celebrities in advance of the festival and warned them not to attend—acknowledging the fact that the festival was outrageously underequipped and potentially dangerous for anyone in attendance.

23. Nevertheless, Defendants refused to warn attendees about the dangerous conditions awaiting them on the island. Defendants only "cancelled" the event on the morning of the first day—after thousands of attendees had already arrived and were stranded, without food, water, or shelter.

24. This outrageous failure to prepare, coupled with Defendants' deliberate falsehoods in promoting the island "experience," demonstrates that the Fyre Festival was nothing more than a get-rich-quick scam from the very beginning. Defendants intended to fleece attendees for hundreds of millions of dollars by inducing them to fly to a remote island without food, shelter or water—and without regard to what might happen to them after that.

25. While Plaintiff is aware that Defendants have made overtures regarding refunds, Class Members' damages in being lured to a deserted island and left to fend for themselves—a situation tantamount to false imprisonment—exceed the face value of their ticket packages by many orders of magnitude.

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26. Plaintiff brings this class action on behalf of all ticket buyers and festival attendees defrauded and wronged by Defendants, and seeks damages in excess of $100,000,000.00 on behalf of himself and the Class.

JURISDICTION AND VENUE

27. This Court has original jurisdiction over this action under the *Class Action Fairness Act*, 28, U.S.C. § 1332(d), because this is a class action in which: (1) there are more than a one hundred and fifty (150) members in the proposed class; (2) various members of the proposed class are citizens of states different from where Defendants are citizens; and (3) the amount in controversy, exclusive of interest and costs, exceeds $5,000,000.00 in the aggregate.

28. In addition, this Court has supplemental jurisdiction over Plaintiff's state claims under 28, U.S.C. § 1367 because those claims derive from a common nucleus of operative facts.

29. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because a substantial part of the events giving rise to Plaintiff and Class Members' claims occurred in the Central District of California as Defendant: (a) is authorized to conduct business in this District and has intentionally availed itself to the laws within this District; (b) currently does substantial business in this District; and (c) is subject to personal jurisdiction in this District.

PARTIES

30. At all times relevant to this action, Plaintiff Daniel Jung was a resident of Los Angeles County, California, and a citizen of the State of California.

31. Upon information and belief, Defendant Billy McFarland was a resident and citizen of the State of New York at all times relevant to this action. Mr. McFarland is an owner of Fyre Media, Inc.

32. Upon information and belief, Defendant Jeffrey Atkins p/k/a Ja Rule was a resident and citizen of the State of New York at all times relevant to this action. Mr. Atkins is an owner of Fyre Media, Inc.

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33. At all times relevant to this action, Defendant Fyre Media, Inc. was a business entity incorporated under the laws of the State of Delaware.

34. Upon information and belief, at all times relevant to this action Defendants DOE INVESTORS 1 through 15, inclusive, owned shares of Defendant Fyre Media, Inc., and aided and abetted the fraudulent scheme involving Fyre Media, Inc.

35. Upon information and belief, at all times relevant to this action Defendant DOE PROPERTY OWNER was a Bahamian holding company that owned and provided the property used for Fyre Festival. Upon information and belief, DOE PROPERTY OWNER'S principal place of business is in the State of Texas. Upon information and belief, Defendant DOE PROPERTY OWNER was a co-promoter and co-organizer of the Fyre Festival, and aided and abetted in Defendants' fraudulent scheme.

36. Plaintiff is informed and believes that Defendants sold ticket packages to Fyre Festival, ranging in price from $1,200.00 to over $100,000.00, to thousands of Class Members. Upon information and belief, these Class Members are residents and citizens of numerous States and Countries.

37. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants sued herein as DOE INVESTORS 1 through 15, DOE PROPERTY OWNER, and DOES 1 through 50, inclusive, are currently unknown to Plaintiff, who therefore sues Defendants by such fictitious names. Plaintiff is informed and believes, and thereon alleges, that each of the Defendants designated herein as DOES is legally responsible in some manner for the events and happenings referred to herein and caused injury and damage proximately thereby to Plaintiff as hereinafter alleged. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated hereinafter as DOES when the same have been fully ascertained.

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38. Plaintiff is informed and believes, and based thereon alleges, that at all times mentioned herein, each of the Defendants was the agent, servant, employee, co-venturer, and co-conspirator of each of the remaining Defendants, and was at all times herein mentioned acting within the course, scope, purpose, consent, knowledge, ratification, and authorization of and for such agency, employment, joint venture and conspiracy.

39. Plaintiff is further informed and believes, and thereon alleges, that at all relevant times, each Defendant was completely dominated and controlled by its Co-Defendants, and each was the alter ego of the other. Whenever and wherever reference is made in this Complaint to any conduct by Defendant or Defendants, such allegations and references shall also be deemed to mean the conduct of each of the Defendants, acting individually, jointly, and severally. Whenever and wherever reference is made to individuals who are not named as Defendants in this Complaint, but were employees and/or agents of Defendants, such individuals at all relevant times acted on behalf of Defendants named in this Complaint within the scope of their respective employments.

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GENERAL ALLEGATIONS

40. Defendants began promoting the Fyre Festival in December 2016. Set to begin April 28, 2017, Defendants touted their festival as "the cultural experience of the decade," featuring A-list entertainers like Blink-182, Migos, Rae Sremmurd, and Major Lazer, "first-class culinary experiences and a luxury atmosphere," and more than $1,000,000.00 in jewelry, cash, and other products up for grabs in a treasure hunt available to attendees—all taking place on a "private island" in the Bahamas once owned by drug kingpin Pablo Escobar.

41. Defendants invested enormous amounts of time and money in promoting and advertising their festival domestically and internationally. They employed hundreds of online "influencers"—including Kendall Jenner, Bella Hadid, and Emily Ratajkowski—to use social media to generate ticket sales, and created extravagant

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websites and mock-ups of the luxurious villas in which attendees would be staying.

42. Ticket packages for the event, which were advertised as including luxury accommodations and first-class food, ranged in price from $1,200.00 to well over $100,000.00 per person. Upon information and belief, Defendants sold many thousands of ticket packages to their festival.

43. Plaintiff Daniel Jung, pictured below left, purchased a ticket package and airfare to Fyre Festival, totaling approximately $2,000.00 in costs.

44. As widely reported on social media and through news outlets, the festival was a disaster immediately upon the attendees' arrival. Concert-goers' luggage was unceremoniously dumped from shipping containers and left for them to rifle through in order to find their personal belongings:

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William N. Finley IV
@WNFIV

Follow

This is how Fyre Fest handles luggage. Just drop it out of a shipping container. At night. With no lights. #fyrefestival

5:56 PM - 27 Apr 2017

1,032 2,275

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///

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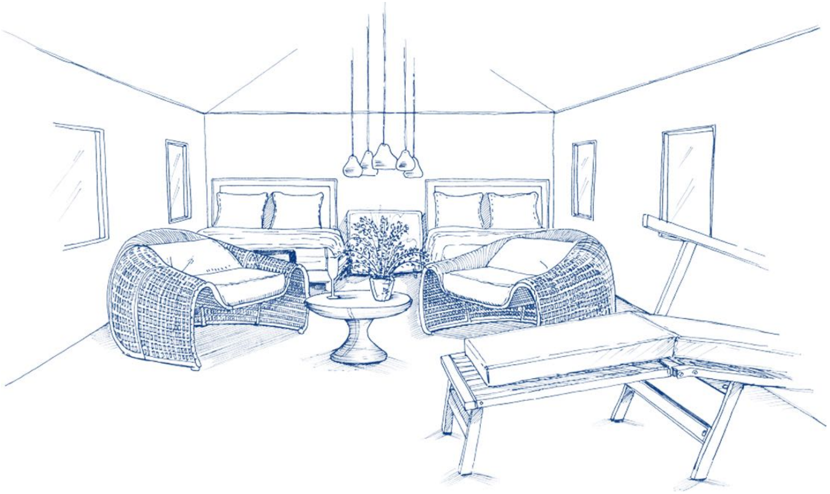
45. Once there, the accommodations were clustered "FEMA tents" (pictured below right), wholly exposed to the elements, rather than the luxurious villas described in Defendants' promotional materials (pictured below left):



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46. In addition to the substandard accommodations, wild animals were seen in and around the festival grounds:

schapleigh
The Exumas Bahamas
Follow
schapleigh #fyre is a huge shitshow but it hasn't been a total loss. I got to meet this swimming pig yesterday. #fyre2017 #fyrefestival
210 likes
2 DAYS AGO
Log in to like or comment.

///

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47. With only unsecured tents as accommodations, rather than the promised villas, attendees had no secure area to store valuables and other personal items:

William N. Finley IV
@WNFIV
Follow

These are the secure lockers at Fyre Fest. They forgot to tell us we needed locks. #fyrefestival #fyrefest

6:53 PM - 27 Apr 2017

1,123 2,436

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48. Similarly, the "world-class cuisine" was nowhere to be found, replaced by meager rations that were in dangerously short supply:

49. Even more troublingly, festival staff were nowhere to be found to address attendees' concerns, and the medical staff was similarly absent:

Concierge
William N. Finley IV @WNFIV · Apr 27
This sums up Fyre Festival. #fyre #fyrefestival #fyrefest pic.twitter.com/x4xcFBL8Yg
34 395 876

FIRST AID
NATIONAL EVENT SERVICES
dylan @DylanACOP · Apr 28
Replying to @DylanACOP
The entire medical team is gone. THE MEDICAL TEAM. MISSING.
pic.twitter.com/2vy23SF626
12 155 324

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50. Faced with the complete lack of even the most basic amenities, as well as no assistance from Defendants, festival attendees began to panic:

> **Lamaan** @LamaanGallal
> Follow
>
> Stuck at #fyrefestival trying to leave for the last 8 hours. barley any food or water or security or electricity
>
> 11:56 PM - 27 Apr 2017
>
> 1,128 2,252

> **dylan** @DylanACOP
> Follow
>
> It is complete &total chaos, every1 is running around frantically looking for answers &none of the staff can help. Even they are in the dark
>
> 8:44 PM - 27 Apr 2017
>
> 293 919

51. Predictably, Attendees began attempting to leave the island en masse, but found themselves trapped—even locked inside an airport awaiting delayed flights:

> **Lamaan** @LamaanGallal
> Follow
>
> We have been locked indoors with no air NO FOOD and NO water #fyrefestival #fyrefest fyrefraud

> RETWEETS 1,766 LIKES 2,320
>
> 4:13 AM - 28 Apr 2017
>
> 439 1.8K 2.3K

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52. Unfortunately, festival-goers were unable to escape the unfolding disaster because of their reliance upon Defendants for transportation, and because Defendants promoted the festival as a "cashless" event—Defendants instructed attendees to upload funds to a wristband for use at the festival rather than bringing any cash. As such, Attendees were unable to purchase basic transportation on local taxis or busses, which accept only cash. As a result of Defendants' roadblocks to escape, at least one attendee suffered a medical emergency and lost consciousness after being locked inside a nearby building with other concert-goers waiting to be airlifted from the island:

William N. Finley IV
@WNFIV
Follow
A guy just passed out in the airport because it's so hot since they locked us in. The guards got into it with some guys. #fyrefestival
5:16 AM - 28 Apr 2017
86
257

53. Shockingly, Defendants had been aware for months that their festival was dangerously under-equipped and posed a serious danger to anyone in attendance. Individuals employed by Defendants have since acknowledged that no infrastructure for food service or accommodations was in place as recently as last month—the island was totally barren—and that the few contractors who had been retained by Defendants were refusing to work because they had not been paid. Various news outlets began describing these logistical problems and labeling the festival as a "scam" weeks ago.

54. More troublingly, Mr. McFarland and Mr. Atkins began personally reaching out to performers and celebrities in advance of the festival and warned them not to attend—acknowledging the fact that the festival was outrageously underequipped and potentially dangerous for anyone in attendance.

55. Nevertheless, Defendants refused to warn attendees about the dangerous conditions awaiting them on the island. Defendants only "cancelled" the event on the

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morning of the first day—after thousands of attendees had already arrived and were stranded, without food, water, or shelter.

CLASS ACTION ALLEGATIONS

56. This action is brought, and may properly be maintained, as a class action under Fed. R. Civ. P. Rule 23 because there is a well-defined community of interest in the litigation and the proposed class is easily ascertainable. This action satisfies the predominance, typicality, numerosity, superiority, and adequacy requirements of these provisions.

(a) **Numerosity**: The plaintiff class is so numerous that the individual joinder of all members is impractical under the circumstances of this case. While the exact number of Class Members is unknown to Plaintiff at this time, Plaintiff is informed and believes, and based thereon alleges, that over one-thousand (1,000) persons purchased tickets for, and/or attended, Defendants' Fyre Festival.

(b) **Commonality**: Common questions of law and fact exist as to all members of the plaintiff class and predominate over any questions that affect only individual members of the class. The common questions of law and fact include, but are not limited to:

(i) Whether Defendants made false representations about Fyre Festival;

(ii) If so, whether Defendants knew they were false or were reckless as to their veracity at the time they were made;

(iii) Whether Defendants negligently misrepresented various facts regarding Fyre Festival; and

(iv) Whether Defendants breached any implied or explicit contractual obligations to ticket buyers and to attendees of Fyre Festival;

(c) **Typicality**: Plaintiff's claims are typical of the claims of the Class Members. Plaintiff and the members of the class sustained damages arising out of Defendants' wrongful and fraudulent conduct as alleged herein.

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(d) **Adequacy**: Plaintiff will fairly and adequately protect the interests of the members of the class. Plaintiff has no interest that is adverse to the interests of the other Class Members.

(e) **Superiority**: A class action is superior to other available means for the fair and efficient adjudication of this controversy. Because individual joinder of all members of the class is impractical, class action treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without unnecessary duplication of effort and expense that numerous individual actions would engender. The expenses and burdens of individual litigation would make it difficult or impossible for individual members of the class to redress the wrongs done to them, while important public interests will be served by addressing the matter as a class action. The cost to and burden on the court system of adjudication of individualized litigation would be substantial, and substantially more than the costs and burdens of a class action. Class litigation would also prevent the potential for inconsistent or contradictory judgments.

(f) **Public Policy Considerations**: When a company or individual engages in fraudulent and predatory conduct with large swaths of consumers, it is often difficult or impossible for the vast majority of those consumers to bring individual actions against the offending party. Many consumers are either unaware that redress is available, or unable to obtain counsel to obtain that redress for financial or other reasons. Class actions provide the class members who are not named in the complaint with a vehicle to achieve vindication of their rights. The members of the class are so numerous that the joinder of all members would be impractical and the disposition of their claims in a class action rather than in individual actions will benefit the parties and the court. There is a well-defined community of interest in the questions of law or fact affecting the Plaintiff Class in that the legal questions of fraud, breach of

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contract, and other causes of action, are common to the Class Members. The factual questions relating to Defendants' wrongful conduct and their ill-gotten gains are also common to the Class Members.

FIRST CAUSE OF ACTION

FRAUD – INTENTIONAL MISREPRESENTATION

(By Plaintiff Individually and On Behalf of All Class Members Against All Defendants)

57. Plaintiff realleges and incorporates herein by reference each and every allegation contained in the preceding paragraphs of this Complaint as though fully set forth herein.

58. As stated above, all Defendants made numerous false representations regarding the Fyre Festival.

59. Defendants represented, among other things, that (1) this event would take place on a private island; (2) the island was previously owned by infamous drug lord Pablo Escobar; (3) all food would be provided, including five-star cuisine; (4) the living quarters would be fully furnished; (5) guests would take private jets from Miami to the festival; and (6) the event would be attended by celebrities and top-level musical talent.

60. As the weekend continued, all of the representations made by Defendants proved to be completely false.

61. Defendants have, through various social media outlets, promoted this event vigorously. As the organizers and sponsors of this event, Defendants knew that the representations were false; or at the minimum, Defendants made the representation with reckless disregard for the truth.

62. These representations by Defendants were clearly made to promote the event and increase the number of attendees to the event.

63. Based on the representations by Defendants, Plaintiff purchased his ticket and attempted to attend the event.

64. Plaintiff expended thousands of dollars on his ticket and travel accommodations to the event. Plaintiff made further expenses on emergency travel after the event collapsed. Additionally, Plaintiff experienced significant emotional pain and suffering from being stranded in a foreign country.

65. Plaintiff specifically made the above expenses based on his reliance on Defendants' representations. Furthermore, Plaintiff's emotional pain stems from his experiences at the failed event.

SECOND CAUSE OF ACTION

FRAUD - NEGLIGENT MISREPRESENTATION

(By Plaintiff Individually and On Behalf of All Class Members Against All Defendants)

66. Plaintiff realleges and incorporates herein by reference each and every allegation contained in the preceding paragraphs of this Complaint as though fully set forth herein.

67. As stated above, all Defendants made numerous false representations regarding the Fyre Festival.

68. Defendants represented, among other things, that (1) this event would take place on a private island; (2) the island was previously owned by infamous drug lord Pablo Escobar; (3) all food would be provided, including five-star cuisine; (4) the living quarters would be fully furnished; (5) guests would take private jets from Miami to the festival; and (6) the event would be attended by celebrities and top-level musical talent.

69. As the weekend continued, all of the representations made by Defendants proved to be completely false.

70. Defendants have, through various social media outlets, promoted this event vigorously. Although Defendants may have honestly believed that these representations were true, based on the lack of preparation of the event, Defendants

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had no reasonable grounds for believing the representations were true when they made it.

71. These representations by Defendants were clearly made to promote the event and increase the number of attendees to the event.

72. Based on the representations by Defendants, Plaintiff purchased his ticket and attempted to attend the event.

73. Plaintiff expended thousands of dollars on his ticket and travel accommodations to the event. Plaintiff made further expenses on emergency travel after the event collapsed. Additionally, Plaintiff experienced significant emotional pain and suffering from being stranded in a foreign country.

THIRD CAUSE OF ACTION

BREACH OF CONTRACT

(By Plaintiff Individually and On Behalf of All Class Members Against All Defendants)

74. Plaintiff realleges and incorporates herein by reference each and every allegation contained in the preceding paragraphs of this Complaint as though fully set forth herein.

75. Plaintiff entered into a contract with Defendants to provide a luxury festival experience in exchange for money. Plaintiff provided payment in consideration for Defendants' promise to provide lavish accommodations, top-tier cuisine, and A-level musical talent.

76. Instead, Defendants breached the contract by providing accommodations rivaling a refugee camp, bread and cheese sandwiches, and no musical acts.

77. Plaintiff expended thousands of dollars on his ticket and travel accommodations to the event.

78. After Defendants failed to perform, Plaintiff expended thousands of dollars on emergency travel plans to leave the event.

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FOURTH CAUSE OF ACTION

BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING

(By Plaintiff Individually and On Behalf of All Class Members Against All Defendants)

79. Plaintiff realleges and incorporates herein by reference each and every allegation contained in the preceding paragraphs of this Complaint as though fully set forth herein.

80. Plaintiff entered into a contract with Defendants to provide a luxury festival experience in exchange for money. Plaintiff provided payment in consideration for Defendants' promise to provide lavish accommodations, top-tier cuisine, and A-level musical talent.

81. As shown above, Defendants engaged in disruptive behavior which clearly interfered with Plaintiff's right to receive the benefits of the contract.

82. Plaintiff expended thousands of dollars on his ticket and travel accommodations to the event. Plaintiff made further expenses on emergency travel after the event collapsed.

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PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on his own behalf, and on behalf of the Class Members, prays for judgment as follows:

CLASS CERTIFICATION:

1. For an order certifying the proposed Class;
2. That Plaintiff be appointed as the representative of the Class; and
3. That counsel for Plaintiff be appointed as Class Counsel.

AS TO ALL CAUSES OF ACTION:

1. For all actual, consequential, and incidental losses and damages, according to proof;
2. For punitive damages, where permitted by law;
3. For attorneys' fees, where permitted by law;
4. For costs and suit herein incurred; and
5. For such other and further relief as the Court may deem just and proper.

DATED: May 7, 2017

GERAGOS & GERAGOS, APC

By: /s/ MARK J. GERAGOS
MARK J. GERAGOS
BEN J. MEISELAS
ZACK V. MULJAT
ALEX ALARCON
Attorneys for Plaintiff Daniel Jung, individually and as the representative of a class of similarly-situated persons.

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DEMAND FOR JURY TRIAL

Plaintiff Daniel Jung, individually and as the representative of a class of similarly-situated persons, hereby demands a jury trial.

DATED: May 7, 2017

GERAGOS & GERAGOS, APC

By: /s/ MARK J. GERAGOS
MARK J. GERAGOS
BEN J. MEISELAS
ZACK V. MULJAT
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Attorneys for Plaintiff Daniel Jung, individually and as the representative of a class of similarly-situated persons.